

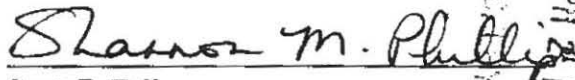
Exhibit A

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG)
Alicia Jones,)
Plaintiff,) Civil Action No. 15-CP-42-5754
vs.)
The Pantry, Inc., d/b/a Kangaroo)
Express,)
Defendant.)

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Dated this the 3rd day of September, 2015.


Scott F. Talley
Shannon M. Phillips
Talley Law Firm, P.A.
2500 Winchester Place, Suite 100
Spartanburg, SC 29301
Attorneys for Plaintiff

2015 SEP -3 PM 2:12
M. HOFFMAN

SC

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG)	
Alicia Jones,)	
)	Civil Action No. 15-CP-42- <u>3754</u>
Plaintiff,)	
)	
vs.)	COMPLAINT
)	
The Pantry, Inc. d/b/a Kangaroo)	
Express,)	
)	
Defendant.)	

Alicia Jones (hereafter "Plaintiff"), by and through her undersigned attorney, hereby complains of the Defendant and would respectfully show unto this Court as follows:

1. Plaintiff is a resident of Spartanburg County, South Carolina.
2. Defendant Kangaroo Express (hereafter "Defendant") is, upon information and belief, a corporation incorporated pursuant to the laws of the State of North Carolina with its principal place of business in North Carolina. Defendant operates numerous stores in Spartanburg County, South Carolina.
3. Venue and jurisdiction are proper in this Court.
4. Plaintiff worked as a full-time employee for Defendant for approximately fourteen years, first as a store clerk and then as a lead assistant.
5. In the summer of 2013, Plaintiff's store manager began sexually harassing her.
6. The store manager, Kelvin Browning, would send Plaintiff sexually suggestive text messages, physically assaulted Plaintiff, and threatened to rape Plaintiff.
7. Plaintiff complained about Mr. Browning's behavior, and was transferred to another store.

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M. HOPE
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8. Upon information and belief, Defendant knew Mr. Browning was a sexual predator and negligently allowed him to continue working for Defendant.
9. At the second store, Plaintiff worked for June Wing and was allowed less hours of working time than she had received at the first store.
10. As a result, Plaintiff's pay was decreased.
11. Plaintiff believes the reduction in hours she received was in retaliation for her filing a sexual harassment complaint.
12. June Wing knew about Plaintiff's sexual harassment complaint, and repeatedly mocked Plaintiff.
13. For example, Ms. Wing made sexually suggestive comments to Plaintiff. Ms. Wing would slap Plaintiff on the posterior and say, "You don't have a claim because the camera didn't catch me."
14. As a result of this retaliatory and harassing treatment, Plaintiff requested a transfer to a new store, which she received.
15. Plaintiff was transferred to a store in which the store manager, Janice Bradley, had a strong reputation for unfairly firing workers.
16. Ms. Bradley also knew of Plaintiff's situation, and told Plaintiff that if Plaintiff had a complaint with her, Plaintiff had better come to her before going to Human Resources, or work would "get really bad" for Plaintiff.
17. Ms. Bradley accused Plaintiff of stealing and threatened to write Plaintiff up for stealing, when such accusation was wholly unfounded.
18. Plaintiff's coworker printed off an email Ms. Bradley sent to another manager, stating that Plaintiff was a "problem" and asking that Plaintiff be removed from the store.

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NOTED BY [illegible]

19. Plaintiff was fired and told that she violated store policy by possessing a printed copy of the e-mail. Plaintiff knows of no policy against having a printed copy of an e-mail.
20. No other employee, including the employee who actually printed the e-mail, was likewise disciplined.
21. Upon information and belief, Ms. Bradley was later terminated for theft from Defendant.
22. Plaintiff was sexually harassed and retaliated against for reporting the same to Defendant.

FOR A FIRST CAUSE OF ACTION
(Violation of Title VII-Sexual Harassment)

23. Plaintiff incorporates herein her previous allegations.
24. Defendant's store managers Browning and Wing engaged in severe and pervasive, unwelcome advances toward Plaintiff of a sexual nature.
25. Plaintiff was sexually harassed based on her sex.
26. Defendant's conduct was discriminatory, insulting, and abusive.
27. Defendant's actions have caused Plaintiff damages.

FOR A SECOND CAUSE OF ACTION
(Violation of Title VII-Retaliation)

28. Plaintiff incorporates herein her previous allegations.
29. Defendant terminated Plaintiff because she complained about sexual harassment at Defendant's stores.
30. Defendant's wrongful actions have caused Plaintiff damages.

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M. HOPE STEADLEY

FOR A THIRD CAUSE OF ACTION
(Wrongful Termination)

- 31. Plaintiff incorporates herein her previous allegations.
- 32. It is a matter of public policy that an employee should not be terminated for a reason in violation of public policy.
- 33. It is a matter of public policy that an employee should not be discriminated against or harassed based on her sex.
- 34. Defendant discriminated against and terminated Plaintiff in violation of public policy and federal and state laws.
- 35. Defendant's actions have caused Plaintiff to suffer damages.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

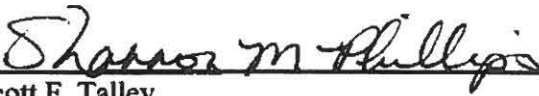
- 36. Plaintiff incorporates herein her previous allegations.
- 37. Plaintiff and Defendant had a valid contract regarding Plaintiff's terms and conditions of employment.
- 38. Plaintiff performed under the parties' agreement by performing her job duties.
- 39. Defendant breached the parties' agreement when it violated its own policies and the law by terminating Plaintiff's employment for reporting sexual harassment.
- 40. Plaintiff has been damaged by Defendant's actions.

Wherefore, having set forth its complaint, Plaintiff prays that she recover a judgment against Defendants for actual, punitive, and consequential damages, together with costs and attorneys fees, and interest; and for such other and further relief as the Court deems just and proper.

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MADEIRA
MADEIRA

Dated this the 3rd day of September, 2015.

TALLEY LAW FIRM, P.A.


Scott F. Talley
Shannon M. Phillips
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
864-595-2966
Attorneys for Plaintiff

2015 SEP -3 PM 2:13
U.S. DISTRICT COURT
Spartanburg, SC


STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

VERIFICATION

Personally appeared before me Alicia Jones, who, being by me first duly sworn, states that she is the Plaintiff in the foregoing action; that she has read the foregoing Complaint; that she has knowledge of the facts set forth herein and that the statements contained therein are true to the best of her knowledge except as to those stated to be based upon information and belief, as to which, she believes such matters to be true.


Alicia Jones

SWORN to before me this 20th
day of August, 2015.

 (SEAL)
Notary Public for South Carolina
My commission expires: 1-13-24

2015 SEP -3 PM 2:13
K. HOFFE D. ADELEY

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ALICIA JONES,

Plaintiff(s)

vs.

THE PANTRY, INC., D/B/A KANGAROO EXPRESS,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2015-CP - 42-

3754

Submitted By: Shannon M. Phillips
 Address: 2500 Winchester Pl, Suite 100
 Spartanburg, SC 29301

SC Bar #: 100852
 Telephone #: 864-595-2966
 Fax #: 864-595-2969
 Other:
 E-mail: shannon@talleylawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action Is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts**
☐ Constructions (100)
☐ Debt Collection (110)
☒ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

- Torts - Professional Malpractice**
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
 Previous Notice of Intent Case #
 20 ____ -CP- ____
☐ Notice/ File Med Mal (230)
☐ Other (299)

- Torts - Personal Injury**
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

- Real Property**
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

- Inmate Petitions**
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

- Administrative Law/Relief**
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

- Judgments/Settlements**
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)

- Appeals**
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)

- Special/Complex /Other**
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510)

- ☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799)

Submitting Party Signature:

Shannon M. Phillips

Date: 9/3/2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Common Pleas
Clerk : M Hope Blackley
Spartanburg County
Spartanburg, SC 29304
(864) 596-2591

Received From:	Phillips, Shannon Metz 2500 Winchester Pl, Suite 100 Spartanburg, SC 29301	Date: 9/ 3/2015	Receipt #: 91458 Clerk: c42scousin
Paying for:	Jones, Alicia		
Transaction Type:	Payment	Reference #:	3449
Payment Type:	Check	Comment:	New Case
Total Paid:	\$150.00	Non-Refundable	

Total Received:	\$150.00
Change Due:	\$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2015CP4203754	Alicia Jones VS The Pantry Inc Db	\$150.00	\$150.00	\$0.00

Total Cases: 1	\$150.00	\$150.00	\$0.00
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